

Jan 22, 2021

SEAN F. McAVOY, CLERK

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF WASHINGTON**

BASIN DISPOSAL, INC., et al.

Plaintiff,

v.

3M COMPANY, et al.,

Defendants.

No. 4:15-CV-05078-SMJ

**CONSENT DECREE
BETWEEN IWAG III
PARTIES AND LFG
PARTIES AND ORDER
OF DISMISSAL****CONSENT DECREE BETWEEN IWAG III PARTIES
AND LFG PARTIES AND ORDER OF DISMISSAL**

This Consent Decree is made between Defendants 3M Company, Akzo Nobel Canada, Inc. (n/k/a PPG Architectural Coatings Canada Inc.), Blount, Inc., The Boeing Company, Crown Beverage Packaging, LLC, Daimler Trucks North America LLC, Georgia-Pacific LLC, Goodrich Corporation, Intalco Aluminum Corporation, PACCAR, Inc., PCC Structurals, Inc., Pharmacia LLC, Simpson Timber Company, Union Oil Company of California, and Weyerhaeuser NR Company, on the one hand (collectively "IWAG III Parties"); and Plaintiffs Basin Disposal, Inc. ("BDI"), BNSF Railway Company ("BNSF"), and Pasco Sanitary Landfill, Inc. ("PSL"), and Third-Party Defendant Leonard and Glenda Dietrich, and their Marital Community, and the Estate of Glenda Dietrich

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1 (“Leonard Dietrich”),¹ on the other hand (collectively “LFG Parties”). The
2 IWAG III Parties and the LFG Parties are collectively referred to as the “Consent
3 Decree Parties” and individually as a “Consent Decree Party.”
4

5 WHEREAS, BDI filed an original Complaint in this cause on August 5,
6 2015 (Dkt. No. 1), which has been amended twice and joined in by BNSF and
7 PSL with an operative Second Amended Complaint pending (Dkt. No. 150),
8 which contains claims for cost-recovery, contribution and declaratory judgment
9 against various named defendants under the Comprehensive Environmental
10 Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-75
11 (“CERCLA”) and the Washington Model Toxics Control Act, as amended,
12 Chapter 70.105D RCW (“MTCA”), for Response Costs and Remedial Action
13 Costs (as defined herein) incurred and to be incurred by Plaintiffs (and their
14 assignors) at the Pasco Sanitary Landfill NPL Site (“Site”);
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20 ¹ As set forth in sub-paragraph 4.gg. of Section III. Definitions herein, to
21 avoid unnecessary duplication, “Leonard Dietrich” is treated as an “LFG Party”
22 or as one of the “LFG Parties” for the purposes of this Consent Decree, unless
23 expressly stated otherwise.
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1 WHEREAS, several defendants, defined herein as the IWAG III Parties,
2 filed counterclaims against all Plaintiffs; cross-claims against certain other
3 defendants, and third-party claims against various named third-party defendants,
4 including Leonard Dietrich; which counterclaims, cross-claims, and third-party
5 claims include claims for cost-recovery, contribution and declaratory judgment
6 under CERCLA and MTCA for Response Costs and Remedial Action Costs
7 incurred and to be incurred by the IWAG III Parties (and their assignors) at the
8 Site;
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11
12 WHEREAS, numerous other parties to this case have asserted claims under
13 CERCLA and/or MTCA in response to the claims asserted against them,
14 including claims against the IWAG III Parties and the LFG Parties;
15

16 WHEREAS, the Consent Decree Parties agree that settlement of this case
17 is in the public interest, that settlement of this matter will avoid the costs and
18 uncertainties of further litigation, and that entry of this Consent Decree is the
19 most appropriate means of resolving the claims by and among the Consent
20 Decree Parties in this case;
21

22 WHEREAS, the Court finds that this Consent Decree is reasonable, fair,
23 lawful, and adequately protects the public interest;
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III. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree, the following definitions shall apply:

a. "3M Company" shall mean Defendant 3M Company and Persons or entities acting on 3M Company's behalf, including without limitation its owners, shareholders, officers, directors, employees, successors, predecessors, affiliates, agents, attorneys, assigns, parent companies, subsidiaries, and all related entities, whether pursuant to contract, by operation of law, or otherwise. For purposes of this Consent Decree, the term "3M Company" specifically includes the "Minnesota Mining and Manufacturing Company" identified in historical documents related to the Site.

b. "BCS" shall mean Defendant Bayer CropScience, Inc. and Persons or entities acting on BCS's behalf, including its respective owners, shareholders, officers, directors, employees, affiliates, parents, subsidiaries,

1 successors, predecessors, agents, attorneys and assigns, whether pursuant to
2 contract, by operation of law, or otherwise.

3
4 c. "BDI" shall mean Plaintiff Basin Disposal, Inc. and Persons
5 or entities acting on BDI's behalf, including without limitation its owners,
6 shareholders, officers, directors, employees, successors, predecessors, affiliates,
7 agents, attorneys and assigns, whether pursuant to contract, by operation of law,
8 or otherwise.

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10 d. "Blount" shall mean Defendant Blount, Inc. and Persons or
11 entities acting on Blount's behalf, including without limitation its owners,
12 shareholders, officers, directors, employees, successors, predecessors, affiliates,
13 agents, attorneys and assigns, whether pursuant to contract, by operation of law,
14 or otherwise. The term "Blount" specifically includes the "Oregon Saw and
15 Chain Division" and "Omark Industries" identified in historical documents
16 related to the Site.

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18
19 e. "BNSF" shall mean Plaintiff BNSF Railway Company,
20 previously named Burlington Railroad Company and Burlington Northern and
21 Santa Fe Railroad Company, its predecessors, and Persons or entities acting on
22 BNSF's behalf, including without limitation its owners, shareholders, officers,
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1 directors, employees, successors, predecessors, affiliates, agents, attorneys and
2 assigns, whether pursuant to contract, by operation of law, or otherwise.
3
4 However, other than BNSF Railway Company itself and the insurers on historical
5 insurance policies in this matter where a BSNF entity is named as an insured, the
6 entities or Persons listed after the reference to BNSF Railway Company itself in
7 this sub-paragraph 4.e. do not have an obligation to make any part of the
8 settlement payment under Section V below.
9

10 f. "Boeing" shall mean Defendant The Boeing Company and
11 Persons or entities acting on Boeing's behalf, including without limitation its
12 owners, shareholders, officers, directors, employees, successors, predecessors,
13 affiliates, agents, attorneys and assigns, whether pursuant to contract, by
14 operation of law, or otherwise.
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17 g. "CERCLA" shall mean the Comprehensive Environmental
18 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C.
19 §§ 9601-9675.
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21 h. "CAP" shall mean the Cleanup Action Plan for the Site,
22 which is Exhibit B to Enforcement Order No. DE 16899.
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24 i. "Consent Decree" shall mean this Consent Decree.
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1 j. “Consent Decree Parties” shall mean the IWAG III Parties,
2 the LFG Parties and Third-Party Defendants Leonard and Glenda Dietrich, and
3 their Marital Community, and the Estate of Glenda Dietrich (“Leonard Dietrich”)
4 to this Consent Decree. Individually, any of the Consent Decree Parties may be
5 referred to in this Consent Decree as a “Consent Decree Party.”
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8 k. “Contamination” shall mean any pollutant, contaminant,
9 hazardous substance, solid waste, or hazardous waste, as those terms are defined
10 under CERCLA, MTCA or the Resource Conservation and Recovery Act, 42
11 U.S.C. §§ 6901-6992k.
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13 l. “Covered Matters” shall mean any and all actual or potential
14 claims or causes of action asserted or that could have been asserted and relief
15 sought or that could have been sought by any Person or entity (whether a Consent
16 Decree Party or not) that, in any way relates to any Existing Contamination or
17 Existing Contamination that migrates from the Site after the Effective Date of
18 this Consent Decree, or Contamination or threat of Contamination that is caused
19 or exacerbated at any time by IWAG III activities, including without limitation
20 any and all past, present, and future claims for the following:
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1 i. all past, present, and future Remedial Action Costs and
2 Response Costs of whatever nature (including expert and counsel fees,
3 Ecology, State of Washington and EPA oversight costs) incurred or to be
4 incurred by Ecology, the State of Washington, EPA, any Consent Decree
5 Party, or any other Person or entity related to the investigation, remediation
6 and/or restoration of the Site;

9 ii. any and all claims or causes of action for natural
10 resource damages;

12 iii. any and all claims or causes of action for toxic torts,
13 personal injury or property damage by Persons or entities that are not
14 Consent Decree Parties and who are not affiliated in any way with the LFG
15 Parties (including without limitation any current, past or future owners,
16 shareholders, officers, directors, employees, successors, predecessors,
17 affiliates, agents, insurers, attorneys and assigns, whether pursuant to
18 contract, by operation of law, or otherwise, of any LFG Party); and

21 iv. all attorney, expert and consultant fees and expenses
22 incurred by any Consent Decree Party of any type related to the above-
23 captioned case or the Site.

1 “Covered Matters” shall not mean any of the following:

2 i. any claim or liability relating to the enforcement of this
3
4 Consent Decree;

5 ii. criminal liability of any Consent Decree Party;

6 iii. liability of any of the Consent Decree Parties based
7
8 upon their ownership or operation of the Site, or upon the transportation,
9
10 treatment, storage, or Disposal, or the arrangement for the transportation,
11
12 treatment, storage, or Disposal, of a Hazardous Substance or Materials at
13
14 or in connection with the Site, after the Effective Date of this Consent
15
16 Decree;

17 iv. any contractual claims by and between any third-party
18
19 entities and any Consent Decree Party; and

20 v. any claims or disputes between any Consent Decree
21
22 Parties and their actual or alleged insurers.

23 m. “Crown Beverage” shall mean Defendant Crown Beverage
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25 Packaging, LLC and Persons or entities acting on Crown Beverage’s behalf,
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27 including without limitation its owners, shareholders, officers, directors,
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29 employees, successors, predecessors, affiliates, agents, attorneys and assigns,

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1 whether pursuant to contract, by operation of law, or otherwise. The term “Crown
2 Beverage” specifically includes the “Continental Can Company” identified in
3 historical documents related to the Site.
4

5 n. “Daimler Trucks” shall mean Defendant Daimler Trucks
6 North America LLC and Persons or entities acting on Daimler Trucks’ behalf,
7 including without limitation its owners, shareholders, officers, directors,
8 employees, successors, predecessors, affiliates, agents, attorneys and assigns,
9 whether pursuant to contract, by operation of law, or otherwise. The term
10 “Daimler Trucks” specifically includes the “Freightliner Corporation” identified
11 in historical documents related to the Site.
12
13

14 o. “Day” shall mean calendar day. In computing any period of
15 time under this Consent Decree, where the last day would fall on a Saturday,
16 Sunday, or Federal holiday, the period shall run until the close of business of the
17 next day that is not a Saturday, Sunday, or Federal holiday.
18
19

20 p. “Disposal” shall have the same meaning as defined in
21 CERCLA Section 101(29), 42 U.S.C. § 9601(29), by reference to the Solid
22 Waste Disposal Act (“SWDA”), 42 U.S.C. § 6901 *et seq.* The SWDA defines
23 “Disposal” as “the discharge, deposit, injection, dumping, spilling, leaking, or
24
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1 placing of any solid waste or hazardous waste into or on any land or water so that
2 such solid waste or hazardous waste or any constituent thereof may enter the
3 environment or be emitted into the air or discharged into any waters, including
4 ground waters.” 42 U.S.C. § 6903(3).
5

6 q. “Ecology” shall mean the Washington Department of
7 Ecology.
8

9 r. “Effective Date” shall mean the date upon which this Consent
10 Decree is entered by the Court.
11

12 s. “Enforcement Order No. DE 16899” shall mean the
13 Enforcement Order No. DE 16899 issued by Ecology to the Consent Decree
14 Parties and other PLPs at the Site, and Exhibits A through D thereto, all of which
15 are attached to this Consent Decree collectively as Exhibit 1.
16

17 t. “Environmental Covenant” shall mean the Environmental
18 Covenant in the form attached to and incorporated into this Consent Decree as
19 Exhibit 2, which Ecology requires to be placed on the Property currently owned
20 by Leonard Dietrich and PSL.
21

22 u. “EPA” shall mean the United States Environmental Protection
23 Agency and its successor departments, agencies, or instrumentalities.
24

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26 CONSENT DECREE BETWEEN
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1 v. “Existing Contamination” shall mean any Contamination or
2 threat of Contamination (whether known or unknown) existing at, migrating
3 within, or that has emanated from the Site as of the Effective Date of this
4 Consent Decree.
5

6 w. “Facility” has the same meaning as defined in CERCLA
7 Section 101(9), 42 U.S.C. § 9601(9) and RCW 70.105D.020(8).
8

9 x. “Future Orders” means any order (other than any past or
10 current orders, including Enforcement Order No. DE 16899) by Ecology, the
11 State of Washington, or EPA, including but not limited to a Remedial Action
12 Consent Decree, that requires any Remedial or Response Actions to address any
13 Contaminants existing at or that have emanated from the Industrial Waste Areas
14 or Municipal Solid Waste Areas of the Site as of the Effective Date of this
15 Consent Decree.
16
17

18 y. “Goodrich” shall mean Defendant Goodrich Corporation on
19 behalf of Kalama Specialty Chemicals, Inc. and Persons or entities acting on
20 Goodrich’s behalf, including without limitation its owners, shareholders, officers,
21 directors, employees, successors, predecessors, affiliates, agents, attorneys and
22 assigns, whether pursuant to contract, by operation of law, or otherwise. The term
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26 CONSENT DECREE BETWEEN
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PARTIES AND ORDER OF
DISMISSAL- 13

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1 “Goodrich” specifically includes “Kalama Specialty Chemicals, Inc.” and the
2 “Kalama Chemical Inc.” identified in historical documents related to the Site.

3
4 z. “GP” shall mean Defendant Georgia-Pacific LLC and Persons
5 or entities acting on GP’s behalf, including without limitation its owners,
6 shareholders, officers, directors, employees, successors, predecessors, affiliates,
7 agents, attorneys and assigns, whether pursuant to contract, by operation of law,
8 or otherwise. The term “GP” specifically includes the “Crown Zellerbach” and
9 “James River Corporation” identified in historical documents related to the Site,
10 but not “Pacific Resin & Chemical, Inc.” GP denies that it is the successor to
11 Pacific Resin & Chemical, Inc.
12

13
14 aa. “Hazardous Substance” shall have the same meaning as
15 defined in CERCLA Section 101(14), 42 U.S.C. § 9601(14) and RCW
16 70.105D.020(13).
17

18
19 bb. “Indemnified Matters” shall mean all Covered Matters except
20 for the following: (i) past Remedial Action Costs or Response Costs of whatever
21 nature incurred by the LFG Parties as of the Effective Date of this Consent
22 Decree (including attorney, expert and consultant fees and expenses the LFG
23 Parties have incurred and any past Ecology, State of Washington and EPA
24

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26 CONSENT DECREE BETWEEN
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oversight costs the LFG Parties have incurred) related to the investigation, remediation and/or restoration of the Site; and (ii) attorney, expert and consultant fees and expenses incurred by the LFG Parties related to the above-captioned case or the Site.

cc. "Industrial Waste Areas" shall refer to those areas of the Site known as Zones A, C/D and E and have the same meaning as in Paragraph IV.D of Enforcement Order No. DE 16899, as depicted in Exhibit A-2 thereto, and on-Site groundwater associated with the Industrial Waste Areas.

dd. "Intalco" shall mean Defendant Intalco Aluminum Corporation and Persons or entities acting on Intalco's behalf, including without limitation its owners, shareholders, officers, directors, employees, successors, predecessors, affiliates, agents, attorneys and assigns, whether pursuant to contract, by operation of law, or otherwise.

ee. "Interest" shall mean interest as specified in 28 U.S.C. § 1961 for judgments in a civil case.

ff. "IWAG III Parties" shall mean collectively 3M Company, Blount, Boeing, Crown Beverage, Daimler Trucks, Goodrich, GP, Intalco, PACCAR, PCC Structurals, Pharmacia, PPG Architectural Coatings Canada,

1 Simpson Timber, Unocal and Weyerhaeuser. Individually, any of the IWAG III
 2 Parties may be referred to in this Consent Decree as an "IWAG III Party."

3
 4 gg. "Leonard Dietrich" shall mean Third-Party Defendants
 5 Leonard and Glenda Dietrich, and their Marital Community, and the Estate of
 6 Glenda Dietrich and Persons or entities acting on their behalf, including without
 7 limitation their respective successors, predecessors, affiliates, agents, attorneys
 8 and assigns, whether pursuant to contract, by operation of law, or otherwise. To
 9 avoid unnecessary duplication, Leonard Dietrich is treated as an "LFG Party" or
 10 as one of the "LFG Parties" for the purposes of this Consent Decree, unless
 11 expressly stated otherwise.
 12

13
 14 hh. "Leonard Dietrich Access Agreement" shall mean the
 15 Leonard Dietrich Access and Site Use Agreement attached to and incorporated
 16 into this Consent Decree as Exhibit 3 addressing the Property owned by Leonard
 17 Dietrich, wherein Leonard Dietrich grants access and Site use to the IWAG III
 18 Parties and all other entities to perform all activities at the Site required under
 19 Enforcement Order No. DE 16899 and/or any Future Orders.
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21
 22 ii. "LFG Parties" shall mean collectively BDI, BNSF and PSL.
 23 Individually, they may be referred to in this Consent Decree as "LFG Party." To
 24

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 26 CONSENT DECREE BETWEEN
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1 avoid unnecessary duplication, Leonard Dietrich is treated as an “LFG Party” or
2 as one of the “LFG Parties” for the purposes of this Consent Decree, unless
3 expressly stated otherwise.
4

5 jj. “Materials” shall mean any and all objects, goods, substances
6 or matter of any kind, including, but not limited to, Waste.
7

8 kk. “MTCA” shall mean the Washington Model Toxics Control
9 Act, as amended, Chapter 70.105D RCW.
10

11 ll. “Municipal Solid Waste Areas” shall have the same meaning
12 as in Paragraph IV.G of Enforcement Order No. DE 16899, as depicted in
13 Exhibit A-2 thereto, and on-Site groundwater associated with the Municipal Solid
14 Waste Areas.
15

16 mm. “PACCAR” shall mean Defendant PACCAR, Inc. and
17 Persons or entities acting on PACCAR’s behalf, including without limitation its
18 owners, shareholders, officers, directors, employees, successors, predecessors,
19 affiliates, agents, attorneys and assigns, whether pursuant to contract, by
20 operation of law, or otherwise. The term “PACCAR” specifically includes the
21 “Pacific Car & Foundry” identified in historical documents related to the Site.
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1 nn. "Paragraph" or "Sub-Paragraph" shall mean an enumerated
2 paragraph or sub-paragraph of this Consent Decree or Enforcement Order No.
3 DE 16899.
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5 oo. "Pasco Landfill Trust Account" shall mean the IOLTA trust
6 account maintained by The Justis Law Firm LLC, lead counsel for the IWAG III
7 Parties in this case.
8

9 pp. "PCC Structurals" shall mean Defendant PCC Structurals,
10 Inc. and Persons or entities acting on PCC Structurals' behalf, including without
11 limitation its owners, shareholders, officers, directors, employees, successors,
12 predecessors, affiliates, agents, attorneys and assigns, whether pursuant to
13 contract, by operation of law, or otherwise. The term "PCC Structurals"
14 specifically includes the "Precision Castparts Corp." identified in historical
15 documents related to the Site.
16
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18 qq. "Person" shall have the same meaning as defined in CERCLA
19 Sections 101(21) and (36), 42 U.S.C. §§ 9601(21) and (36), and RCW
20 70.105D.020(24).
21

22 rr. "Pharmacia" shall mean Defendant Pharmacia LLC and
23 Persons or entities acting on Pharmacia's behalf, including without limitation its
24
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26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
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1 owners, shareholders, officers, directors, employees, successors, predecessors,
2 affiliates, agents, attorneys and assigns, whether pursuant to contract, by
3 operation of law, or otherwise. The term “Pharmacia” specifically includes
4 “Monsanto” and “Wood Treatment Chemical Co.” identified in historical
5 documents related to the Site.
6

7
8 ss. “PLP” shall mean Potentially Liable Person, as that term is
9 defined in RCW 70.105D.020(26) under MTCA and referred to by Ecology.

10 tt. “PPG Architectural Coatings Canada” shall mean Defendant
11 Akzo Nobel Canada, Inc. (n/k/a PPG Architectural Coatings Canada Inc.) and
12 Persons or entities acting on PPG Architectural’s behalf, including without
13 limitation its owners, shareholders, officers, directors, employees, successors,
14 predecessors, affiliates, agents, attorneys and assigns, whether pursuant to
15 contract, by operation of law, or otherwise. The term “PPG Architectural
16 Coatings Canada” specifically includes the “Canadian Industries Limited”
17 identified in historical documents related to the Site, but does not include
18 Defendants PPG Architectural Finishes, Inc. or PPG Industries, Inc.
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1 uu. "Property" shall mean and include without limitation all real,
2 personal, tangible, intangible and any other thing subject to possession or
3 ownership.
4

5 vv. "PSL" shall mean Plaintiff Pasco Sanitary Landfill, Inc. and
6 Persons or entities acting on PSL's behalf, including without limitation its
7 owners, shareholders, officers, directors, employees, successors, predecessors,
8 affiliates, agents, attorneys and assigns, whether pursuant to contract, by
9 operation of law, or otherwise.
10

11 ww. "PSL Access Agreement" shall mean the PSL Access and
12 Land Use Agreement attached to and incorporated into this Consent Decree as
13 Exhibit 4, addressing the Property currently owned by PSL, wherein PSL grants
14 and regulates access to and Site use of its Property to the IWAG III Parties and
15 all other entities to perform all activities at the Site under Enforcement Order No.
16 DE 16899 and/or any Future Orders.
17

18 xx. "Release" shall have the same meaning as defined in
19 CERCLA Section 101(22), 42 U.S.C. § 9601(22) and RCW 70.105D.020(32).
20

21 yy. "Remedial Action Consent Decree" shall mean any future
22 Consent Decree entered into with Ecology by the IWAG III Parties and any other
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1 Persons or entities to perform the Remedial Actions and Response Activities
2 required by Enforcement Order No. DE 16899, including without limitation the
3 CAP, SOW, and other documents associated with Enforcement Order No. DE
4 16899 and/or such Remedial Action Consent Decree.
5

6 zz. "Remedial Action Costs" shall have the same meaning as in
7
8 RCW 70.105D.080.

9 aaa. "Remedy" and "Remedial Action" shall have the same
10 meaning as defined under RCW 70.105D.020(33) as "any action or expenditure
11 consistent with the purposes of MTCA to identify, eliminate, or minimize any
12 threat or potential threat posed by Hazardous Substances to human health or the
13 environment including any investigative and monitoring activities with respect to
14 any release or threatened release of a Hazardous Substance and any health
15 assessments or health effects studies conducted in order to determine the risk or
16 potential risk to human health."
17
18
19

20 bbb. "Response" shall have the same meaning as defined in
21 CERCLA Section 101(25), 42 U.S.C. § 9601(25), and includes "removal"
22 actions, "remedial" actions, and enforcement activities thereto.
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1 ccc. “Response Costs” shall mean all costs of “response” as that
2 term is defined in CERCLA Section 101(25), 42 U.S.C. § 9601(25), for response
3 actions conducted at or in connection with the Site. Response Costs shall include,
4 without limitation, the following: removal and remedial response costs; costs of
5 operation, maintenance and monitoring of any removal or Remedial Action;
6 oversight costs; administrative costs; legal costs closely tied to the investigation,
7 remediation and/or restoration of the Site to the extent such constitute a necessary
8 cost of response; and any other costs of complying with any past Ecology Order
9 at the Site, Enforcement Order No. DE 16899, and/or any Future Orders.
10

11 ddd. “Simpson Timber” shall mean Defendant Simpson Timber
12 Company and Persons or entities acting on Simpson Timber’s behalf, including
13 without limitation its owners, shareholders, officers, directors, employees,
14 successors, predecessors, affiliates, agents, attorneys and assigns, whether
15 pursuant to contract, by operation of law, or otherwise.
16

17 eee. “Site” shall mean the Facility known as the Pasco Sanitary
18 Landfill NPL Site, located in Pasco, Franklin County, Washington, as depicted
19 on Exhibit A-1 of Enforcement Order No. DE 16899, including any area where a
20 Hazardous Substance that has been deposited, stored, disposed of, or placed at
21

1 the Facility has come, or will come, to be located. The Site does not include Zone
 2 B, as defined herein. The Consent Decree Parties reserve their arguments
 3 regarding divisibility based on the assertion that the "Site" is comprised of
 4 distinct areas, including the Industrial Waste Areas and the Municipal Solid
 5 Waste Areas. Nonetheless, this Consent Decree addresses the Consent Decree
 6 Parties' alleged liability at the entire "Site."
 7

8
 9 fff. "Site Response Actions" shall mean all Remedial Actions and
 10 Response Activities required by Ecology and/or EPA (if any) under Enforcement
 11 Order No. DE 16899 or any Future Orders.
 12

13 ggg. "SOW" shall mean the Scope of Work and Schedule, which is
 14 Exhibit C to Enforcement Order No. DE 16899.
 15

16 hhh. "State of Washington" shall mean the State of Washington
 17 and all of its agencies, departments and subdivisions, including, but not limited
 18 to, Ecology.
 19

20 iii. "Unocal" shall mean Defendant Union Oil Company of
 21 California and Persons or entities acting on Unocal's behalf, including without
 22 limitation its owners, shareholders, officers, directors, employees, successors,
 23 predecessors, affiliates, agents, attorneys and assigns, whether pursuant to
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1 contract, by operation of law, or otherwise. The term “Unocal” specifically
2 includes the “Collier Carbon and Chemical Corp.” identified in historical
3 documents related to the Site.
4

5 jjj. “Waste” shall mean and include without limitation all waste
6 products and by-products, including any solid, liquid, sludge or any mixture
7 thereof, and is not limited to hazardous or non-hazardous waste.
8

9 kkk. “Weyerhaeuser” shall mean Defendant Weyerhaeuser NR
10 Company and Persons or entities acting on Weyerhaeuser’s behalf, including
11 without limitation its owners, shareholders, officers, directors, employees,
12 successors, predecessors, affiliates, agents, attorneys and assigns, whether
13 pursuant to contract, by operation of law, or otherwise.
14
15

16 lll. “Zone A” shall mean the former portion of the Site known as
17 Zone A, as depicted on Exhibit A-2 of Enforcement Order No. DE 16899.
18

19 mmm. “Zone B” shall mean the former portion of the Site known as
20 Zone B, as depicted on Exhibit A-2 of Enforcement Order No. DE 16899.
21 Remedial Action for the Zone B industrial waste area is not included in
22 Enforcement Order No. DE 16899 and is the sole responsibility of BCS.
23
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25

1 nnn. "Zone C/D" shall mean the former portion of the Site known
2 as Zone C/D, as depicted on Exhibit A-2 of Enforcement Order No. DE 16899.

3
4 ooo. "Zone E" shall mean the former portion of the Site known as
5 Zone E, as depicted on Exhibit A-2 of Enforcement Order No. DE 16899.

6 IV. GOOD FAITH NEGOTIATIONS; NON-ADMISSIONS

7
8 5. This Consent Decree was negotiated and executed by the Consent
9 Decree Parties in good faith and at arm's length and is a fair and equitable
10 compromise of claims that were vigorously contested.

11
12 6. With the exception of Paragraphs 1 and 2, this Consent Decree is not
13 to be interpreted as an admission on the part of any Consent Decree Party of any
14 issue of fact or law, or liability or wrongdoing, and it is expressly understood that
15 no Consent Decree Party, by agreeing to this Consent Decree, admits liability of
16 any sort or any other issue of fact or law.

17
18 V. SETTLEMENT PAYMENT

19
20 7. Within sixty (60) days after the Effective Date of this Consent
21 Decree, BNSF shall severally pay Fifty Thousand and No/100 Dollars (\$50,000)
22 and BDI, PSL and Leonard Dietrich shall jointly pay Eighteen Million Seven
23 Hundred Sixty-Five Thousand and No/100 Dollars (\$18,765,000.00) to the
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1 “Pasco Landfill Trust Account,” which resolves the LFG Parties’ collective
 2 alleged potential liability for Covered Matters and is also consideration for
 3 obligations undertaken by the IWAG III Parties herein.
 4

5 8. Payment to the “Pasco Landfill Trust Account” under Paragraph 7
 6 above shall be made by Electronic Funds Transfer as provided below:
 7

8 Bank Name:	Commerce Bank
9 Bank Address:	11080 Oakmont St.
10 Bank City, State:	Overland Park, KS 66210
11 ABA/Routing Number:	101000019
12 Account Number:	591028706

13 9. In the event the payments by the LFG Party(ies) specified under
 14 Paragraph 7 above are not made within sixty (60) days after the Effective Date of
 15 this Consent Decree, then Interest on such Party’s unpaid balance shall begin
 16 accruing as of the 61st day after the Effective Date of this Consent Decree.

17 VI. PERFORMANCE OF SITE REMEDIAL ACTIONS;
 18 REMEDIAL ACTION CONSENT DECREE; COOPERATION

19 10. In consideration of the LFG Parties’ payment of Remedial Action
 20 Costs and Response Costs under Section V above and the LFG Parties’
 21 performance of their other obligations under this Consent Decree, as of the
 22 Effective Date of this Consent Decree, the IWAG III Parties will perform all Site
 23 Response Actions and/or Remedial Actions for, and concerning contaminants at
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1 and/or that have emanated, or may emanate from the Industrial Waste Areas
2 (except for Zone B) and for all Municipal Solid Waste Areas of the Site as
3 defined by the definition of Covered Matters herein. The IWAG III Parties
4 further agree to provide all financial assurances and pay any performance
5 penalties regarding the Site work encompassed by this Paragraph, as ordered
6 and/or agreed upon with Ecology and/or EPA.
7

9 11. PSL shall work with Ecology and the IWAG III Parties to make the
10 RCRA Facility ID number for the Site available for the IWAG III Parties' use
11 and, after the Effective Date of this Consent Decree, the IWAG III Parties shall
12 assume all Waste reporting responsibilities that arise out of such use.
13

14 12. The Consent Decree Parties acknowledge and agree that, consistent
15 with the terms of Enforcement Order No. DE 16899, BCS is solely responsible
16 for Remedial Actions and Response Cost activities associated with Zone B at the
17 Site, which will be completed by BCS as part of a separate Consent Decree or
18 Ecology Order entered into between BCS and Ecology.
19

20 13. The LFG Parties agree that they will cooperate with the IWAG III
21 Parties and will not interfere with or disturb the work performed or components
22 installed by the IWAG III Parties to implement the Site Response Actions. The
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1 inclusion of BDI and BNSF in this Paragraph is not meant to imply that either
2 entity has any ownership or operation interest in, or any further responsibility for,
3 any part of the Site as contemplated by this Consent Decree.
4

5 14. The IWAG III Parties contemplate that they may enter into and
6 become signatories to a Remedial Action Consent Decree with Ecology to
7 replace Enforcement Order No. DE 16899. The LFG Parties are not required to
8 become signatories to any such Remedial Action Consent Decree but will have
9 the option to do so. The IWAG III Parties will cooperate with the LFG Parties to
10 request that Ecology release the LFG Parties from the obligations of Enforcement
11 Order No. DE 16899.
12

13 15. The LFG Parties, with the exception of Leonard Dietrich, agree that,
14 after the Effective Date of this Consent Decree, the IWAG III Parties may elect
15 to directly retain the LFG Parties' environmental consultants who have
16 performed Site-related regulatory work for the LFG Parties, and that the IWAG
17 III Parties may have access to any and all non-privileged technical documents
18 related to the Municipal Solid Waste Areas in those environmental consultants'
19 possession. If the IWAG III Parties elect to directly retain any of the LFG
20 Parties' environmental consultants, the IWAG III Parties will retain and
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1 compensate the LFG Parties' consultant(s) directly as agreed upon by the IWAG
2 III Parties and such LFG Parties' consultants. If the IWAG III Parties request
3 copies of any non-privileged technical documents, the IWAG III Parties will pay
4 any out-of-pocket expenses associated with producing these documents.
5

6
7 VII. ACCESS AND SITE USE AGREEMENTS, ENVIRONMENTAL
8 COVENANT AND FUTURE SITE PROPERTY OWNERSHIP

9 16. The Leonard Dietrich Access Agreement is attached as Exhibit 3 to
10 this Consent Decree and is incorporated into this Consent Decree as if fully set
11 forth herein. Leonard Dietrich agrees to work in good faith with the IWAG III
12 Parties to record the Leonard Dietrich Access Agreement with the title to the
13 affected Property parcel. The Leonard Dietrich Access Agreement shall be the
14 controlling document with respect to rights of access and Site use, which are
15 necessary for the IWAG III Parties to perform the activities set forth in Paragraph
16 10 above. In the event of any ambiguities between the Leonard Dietrich Access
17 Agreement and this Consent Decree with respect to rights of access and Site use,
18 the terms of the Leonard Dietrich Access Agreement shall control.
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22 17. The PSL Access Agreement is attached as Exhibit 4 to this Consent
23 Decree and is incorporated into this Consent Decree as if fully set forth herein.
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1 PSL agrees to work in good faith with the IWAG III to record the PSL Access
2 Agreement with the title(s) to the affected Property parcel(s). The PSL Access
3 Agreement shall be the controlling document with respect to rights of access and
4 Site use, which are necessary for the IWAG III Parties to perform the activities
5 set forth in Paragraph 10 above. In the event of any ambiguities between the PSL
6 Access Agreement and this Consent Decree with respect to rights of access and
7 Site use, the terms of the PSL Access Agreement shall control.
8

10 18. Leonard Dietrich and PSL agree to be bound by all requirements of
11 Ecology's form Environmental Covenant at the Site, as detailed in the following
12 weblink document:
13

14 <https://fortress.wa.gov/ecy/publications/documents/1509054.pdf>, as may be
15 modified by Ecology from time to time. A copy of the current form
16 Environmental Covenant is attached as Exhibit 2 to this Consent Decree and is
17 incorporated into this Consent Decree as if set forth herein. Following Ecology's
18 review and approval of the Environmental Covenant, Leonard Dietrich and PSL
19 will work in good faith with the IWAG III Parties and Ecology to record it with
20 the title(s) to the affected Property parcel(s). In the event of any ambiguities
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1 between the Environmental Covenant and this Consent Decree, the terms of the
2 Environmental Covenant shall control.

3
4 19. After the Effective Date of this Consent Decree, the IWAG III
5 Parties will use good-faith efforts to cooperate with and assist PSL in transferring
6 its title to the Site Property currently owned by PSL to another Person or entity,
7 as long as such Person or entity agrees to all terms of this Consent Decree
8 applicable to PSL, including but not limited to providing the IWAG III Parties
9 with a full and complete release from Covered Matters (which release shall be
10 recorded with Franklin County, Washington on the title of the Site Property), and
11 agrees to all terms of all other agreements with PSL referenced herein, including
12 the PSL Access Agreement and the Environmental Covenant. In the event of
13 such a transfer, the transferee individual or entity shall be bound by the same
14 obligations hereunder as PSL, and may be assigned all protections and benefits of
15 any kind owed to PSL hereunder.
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20 20. PSL and/or Leonard Dietrich shall provide forty-five (45) days
21 advance written notice to the IWAG III Parties and Ecology prior to transferring
22 any portion of their ownership of Site Property to any Person or entity.
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1 21. If PSL or Leonard Dietrich transfer any interest in their ownership
2 of any portion of the Site Property, then PSL and Leonard Dietrich represent and
3 warrant that they will ensure that their respective obligations under the Leonard
4 Dietrich Access Agreement, the PSL Access Agreement, and the Environmental
5 Covenant will be effectively transferred to any transferee(s) of any such interests.
6
7 PSL and Leonard Dietrich further represent and warrant that they will require any
8 transferee(s) of any such interests to agree to abide by all other terms and
9 obligations of this Consent Decree that are applicable to them as a condition of
10 transferring any portion of the Site Property. All other Parties hereto agree that in
11 the event either or both PSL and Leonard Dietrich transfer any interest in
12 ownership of the Site Property, that any transferee individual or entity may be
13 assigned all protections and benefits of any kind owed to PSL, or Leonard
14 Dietrich, respectively, hereunder.
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18 22. After the Effective Date of this Consent Decree, the IWAG III
19 Parties shall pay all property taxes on the Site Property currently owned by PSL
20 for a maximum period of time consisting of the latter date of: (i) five (5) years
21 after the Effective Date of this Consent Decree; or (ii) completion of Remedial
22 Action construction at the Site (which shall be defined as the date on which the
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1 Zone A low permeability geomembrane required by the CAP has been installed
 2 and the contractor has demobilized from the Site). PSL shall provide all invoices
 3 related to any such property taxes to the IWAG III Parties immediately upon
 4 receipt and in any event no later than five (5) days after PSL's receipt of same.
 5 The IWAG III Parties shall pay such property taxes in a timely fashion (as
 6 reflected by the due date(s) on each such invoice) after receiving such property
 7 tax invoices from PSL. The IWAG III Parties' agreement to pay such property
 8 taxes does not extend to any such property taxes incurred or owed by PSL before
 9 the Effective Date of this Consent Decree. The IWAG III Parties shall also
 10 cooperate with PSL in any efforts to reduce such annual property taxes.
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VIII. RELEASES; COVENANTS NOT TO SUE;
RESERVATIONS; INDEMNIFICATION

23. In consideration of the terms provided herein, the Consent Decree
 Parties, and their corporate successors and assigns, agree to mutually release,
 forever discharge, and covenant not to sue each other and their respective
 directors, officers, employees, shareholders, insurers and assigns for any Covered
 Matters as defined herein. These mutual releases and covenants not to sue will be
 effective as of the Effective Date of this Consent Decree and shall remain in
 effect as long as each Consent Decree Party continues to fully comply with all

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1 terms of this Consent Decree. If any of the LFG Parties contaminate or
2 exacerbate Contamination at the Site after the Effective Date of this Consent
3 Decree, then these mutual releases and covenants not to sue will not apply to
4 claims associated with such Contamination at the Site. These mutual releases and
5 covenants not to sue do not include any past, present or future claims or causes of
6 action among the IWAG III Parties.
7

9 24. The Consent Decree Parties shall work together with the appropriate
10 governmental authority(ies) to record a Notice of Settlement on the titles of the
11 Site Property parcels generally summarizing the mutual releases and covenants
12 not to sue contained in this Consent Decree.
13

14 25. The IWAG III Parties shall indemnify and hold harmless the LFG
15 Parties, and each of their respective corporate successors and assigns, for
16 Indemnified Matters. This indemnity and hold harmless arises as of the Effective
17 Date of this Consent Decree. Once the obligation arises, the scope of the
18 indemnity and hold harmless includes Indemnified Matters arising before and
19 after the Effective Date of this Consent Decree. The IWAG III Parties' indemnity
20 includes a duty to defend each of the LFG Parties, but such duty to defend does
21 not include the ability of the LFG Parties to retain their own attorneys at the
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1 expense of the IWAG III Parties. If any LFG Party wants to retain its own
2 attorney(s) for any matter where the IWAG III Parties are required to indemnify
3 such LFG Party for claims arising out of any Indemnified Matters, then the costs
4 and expenses of such separate counsel will be at any such LFG Party's sole cost
5 and expense and such LFG Party must cooperate with the IWAG III Parties in the
6 defense of such claim(s) and may not settle such claim(s) without the express
7 written consent of the IWAG III Parties. This indemnity, hold harmless, and duty
8 to defend shall only apply provided that the LFG Parties do not render assistance
9 to or cooperate with any third party asserting such claims, other than through
10 compliance with a lawfully issued subpoena or discovery request, or as may
11 otherwise be required by law.

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16 IX. EFFECT OF SETTLEMENT; CONTRIBUTION
17 PROTECTION; DISMISSALS; CLAIM BAR

18 26. Nothing in this Consent Decree shall be construed to create any
19 rights in, or grant any cause of action to, any Person or entity that is not a
20 Consent Decree Party. The preceding sentence shall not be construed to waive or
21 nullify any rights that any Person or entity that is not a signatory to this Consent
22 Decree may have under applicable law. Each of the Consent Decree Parties
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1 expressly reserves any and all rights (including, but not limited to, any right of
2 contribution), defenses, claims, demands, and causes of action that each Consent
3 Decree Party may have against any Person or entity that is not a Consent Decree
4 Party with respect to any matter, transaction, or occurrence relating in any way to
5 the Site, other than the dismissal of all claims detailed in this Section IX below.
6
7

8 27. The Consent Decree Parties agree, and by entering this Consent
9 Decree this Court finds, that this settlement constitutes a judicially-approved
10 settlement for purposes of Section 113(f) of CERCLA, 42 U.S.C. § 9613(f) and
11 RCW 70.105D.040 of MTCA, and the LFG Parties are entitled, as of the
12 Effective Date, to protection from contribution actions or claims as provided by
13 Section 113(f) of CERCLA, 42 U.S.C. § 9613(f) and RCW 70.105D.040 of
14 MTCA, or as may be otherwise provided by law, whether statute or common law,
15 for any and all claims that were, could have been, could now be, or hereafter
16 could be asserted against the LFG Parties by any Person or entity, seeking
17 recovery or contribution regarding Covered Matters.
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21 28. As of the Effective Date of this Consent Decree, all claims asserted
22 or which could have been asserted in this case by and between any and all of the
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1 Consent Decree Parties are dismissed with prejudice. This Paragraph does not
2 affect any past, present or future claims among the IWAG III Parties.
3

4 29. As of the Effective Date of this Consent Decree, all claims asserted
5 or which could have been asserted in this case by any and all LFG Parties against
6 all other defendants and third-party defendants in this case are dismissed with
7 prejudice and the LFG Parties will cooperate with the IWAG III Parties in their
8 pending cross-claims against other defendants in this action by agreeing to any
9 necessary mutual waivers of claims and releases in reasonably acceptable form to
10 allow the IWAG III Parties to settle with such defendants in the future.
11

12 30. The LFG Parties will refrain from pursuing any and all CERCLA,
13 MTCA, and/or federal or state common law claims for Covered Matters against
14 PLPs at the Site, and will cooperate with the IWAG III Parties should the IWAG
15 III Parties choose to pursue such claims against such PLPs, by agreeing to any
16 necessary mutual waivers of claims and releases in reasonably acceptable form to
17 allow the IWAG III Parties to settle in the future with any such PLPs.
18

19 31. The Consent Decree Parties agree, and the Court finds that the
20 principles of the Uniform Contribution Among Tortfeasors Act apply to this
21 Consent Decree. Pursuant to the dollar-for-dollar credit principle under the
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1 Uniform Contribution Among Tortfeasors Act, the Court finds that the collective
2 share of liability for any non-parties to this Consent Decree with respect to the
3
4 IWAG III Parties' claims for past and future Site costs is reduced in an amount
5 equal to payment of Site costs under Section V above.

6 32. As of the Effective Date of this Consent Decree, and as a result of
7
8 the credit provided to non-parties to this Consent Decree under the principles of
9 the Uniform Contribution Among Tortfeasors Act in the preceding Paragraph, all
10 claims against the LFG Parties asserted by any party to this case that is not a
11 party to this Consent Decree, and any potential future claims against the LFG
12 Parties for Site costs by non-parties to this Consent Decree relating to the Site,
13 are dismissed and barred with prejudice.
14
15

16 X. OTHER CLAIMS

17 33. Other than the dismissals of claims detailed in Section IX above, this
18 Consent Decree does not extend to or inure to the benefit of any Person or entity,
19 other than the Consent Decree Parties. Nothing in this Consent Decree shall
20 be construed to make any other Person or entity a third-party beneficiary of this
21 Consent Decree. Furthermore, nothing in this Consent Decree is intended to be,
22 nor shall be construed as, a waiver, release, or covenant not to sue for any claim
23
24
25

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1 or cause of action, administrative or judicial, in law or in equity, which the
 2 Consent Decree Parties may have against any Person, firm, partnership, trust,
 3 corporation or any other entity that is not a Consent Decree Party, other than the
 4 dismissal of claims detailed in Section IX above.
 5

6 34. The LFG Parties shall assert no rights or claims with respect to any
 7 funds available from Franklin County, Washington, including but not limited to
 8 any funds provided to Franklin County, Washington by Ecology or any other
 9 agency of the State of Washington, that could be used to pay for Remedial Action
 10 Costs or Response Costs at the Site.
 11

12 XI. DISPUTE RESOLUTION

13 35. Unless otherwise expressly provided for in this Consent Decree, the
 14 dispute resolution procedures of this Section XI shall be the exclusive mechanism
 15 between the Consent Decree Parties for resolving disputes arising under or with
 16 respect to this Consent Decree.
 17

18 36. Any dispute which arises under or with respect to this Consent
 19 Decree shall in the first instance be the subject of informal negotiations between
 20 the Consent Decree Parties to the dispute. The period for informal negotiations
 21 shall not exceed sixty (60) days from the time the dispute arises, including
 22

1 immediate return to Timothy V.P. Gallagher or another mutually acceptable
2 mediator. The dispute shall be considered to have arisen when one Consent
3 Decree Party sends the other Consent Decree Parties a written Notice of Dispute.
4

5 37. If the Consent Decree Parties to any such dispute(s) cannot resolve
6 such dispute(s) through informal negotiations, then such dispute(s) shall be
7 presented to the Court through appropriate pleadings filed with the Court.
8
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26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
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XII. NOTICES AND SUBMISSIONS

38. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Consent Decree Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Consent Decree Parties in writing. Written notice as specified in this Section shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the IWAG III Parties and the LFG Parties, respectively.

As to the IWAG III Parties: Gary D. Justis
The Justis Law Firm LLC
10955 Lowell Ave.
Suite 520
Overland Park, KS 66210-2336

With copies to:

3M Company: Chris Ryan
3M Center, Bldg 224-5W-17
St. Paul, MN 55144

William W. Pearson
Pearson Law Group PLLC
3509 East Shea Boulevard
Suite 117
Phoenix, AZ 85028

CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
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000071

1
2 PPG Architectural
3 Coatings, Inc.:

David Ubaldi
Davis Wright Tremaine LLP
929 108th Avenue, Suite 1500
Bellevue, WA 98004

6
7 Blount, Inc.:

Chad E. Paulson
4909 SE International Way
Portland, OR 97222-4679

10 Rod Brown
11 Cascadia Law Group
12 1201 Third Avenue, Suite 320
Seattle, WA 98101

13
14 The Boeing Company:

Stanley N. Alpert
P.O. Box 3707, M/C 11-509
Seattle, WA 98124

16 Katie Page
17 Perkins Coie LLP
18 1201 Third Avenue, Suite 4900
19 Seattle, WA 98101-3099
20
21
22
23
24

25
26
CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 42

October 9, 2020

000072

1 Union Oil Company
2 of California:

Andrea Hogan
Senior Counsel
Environmental & Safety Law Group
Downstream, Chemical and Midstream
Law
Chevron Products Company, a division of
Chevron U.S.A. Inc.
6001 Bollinger Canyon Road, T-3044
San Ramon, CA 94583

Kim Jolitz
Project Manager
Chevron Environmental Management
Company
San Ramon, CA 94583

13 Crown Beverage
14 Packaging, LLC:

Barry N. Mesher
Law Offices of Barry N. Mesher LLC
1001 East 25th Street
Tacoma, WA 98421

18 Daimler Trucks North
19 America LLC:

Jennifer Marsh
4555 N. Channel Avenue HQ637B-LGL
Portland, OR 97217

Jennifer Sanscrainte
Ogden Murphy Wallace, PLLC
901 Fifth Avenue, Suite 3500
Seattle, WA 98164-2008

25
26 CONSENT DECREE BETWEEN
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Georgia-Pacific LLC:

Scott Matchett
Chief Counsel – Environmental
Koch Companies, Public Sector, LLC
133 Peachtree St. NE
Atlanta, GA 30303

Jim Holmes
133 Peachtree St. NE
P.O. Box 105605
Atlanta, GA 30348-5605

Goodrich Corporation:

Heidi B. Friedman
Thompson Hine, LLP
3900 Key Center
127 Public Square
Cleveland, OH 44414

Kristen Sherman
Associate General Counsel
Raytheon Technologies
10 Farm Springs Road
Farmington, CT 06032

Intalco Aluminum
Corporation:

David Jacobi
Wilson Smith Cochran Dickerson
901 Fifth Avenue, Suite 1700
Seattle, WA 98164-2050

Chelsea M. Cramer
Alcoa Corporation
201 Isabella Street, Suite 500
ACC 6A22
Pittsburgh, PA 15212

CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 44

October 9, 2020

000074

1 PACCAR, Inc.:

Pamela S. Tonglao
Assistant General Counsel – Litigation
PACCAR Inc.
777 106th Ave. N.E.
Bellevue, WA 98004

5 David Heineck
6 Summit Law Group PLLC
7 315 5th Avenue S, Suite 1000
8 Seattle, WA 98104

9 PCC Structurals, Inc.:

Greg Jacoby
McGavick Graves, P.S.
1102 Broadway, Suite 500
Tacoma, WA 98402

12 Ruth A. Beyer
13 Sr. Vice President & General Counsel
14 PCC Structurals, Inc.
15 4650 SW Macadam Avenue, Suite 400
16 Portland, OR 97239-4262

17 Pharmacia LLC:

18 Mark Bowers
19 Senior Remediation Manager
20 Bayer U.S. LLC
21 Corporate Health, Safety & Environment
22 Remediation Management
23 5000 CentreGreen Way, Suite 400
24 Cary, NC 27513

25
26
CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 45

October 9, 2020

000075

Chintan Amin
Bayer U.S.
Law, Patents and Compliance
100 Bayer Road, Building 14
Pittsburgh, PA 15205

Simpson Timber Company: Kathryn Navarro
1301 Fifth Avenue, Suite 2700
Seattle, WA 98101

Ryen Godwin
Schwabe, Williamson & Wyatt
1420 Fifth Avenue, Suite 3400
Seattle, WA 98101

Weyerhaeuser NR Company: Carol Wiseman
220 Occidental Avenue South
Seattle, WA 98104

Chris Rycewicz
Northwest Resource Law PLLC
1000 S.W. Broadway, Suite 2300
Portland, OR 97205

As to BDI: T. Jeffrey Keane
Keane Law Offices
100 NE Northlake Way
Suite 200
Seattle, WA 98105

and

CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 46

October 9, 2020

000076

1 William J. Schroeder
2 Jane E. Brown
3 KSB Litigation, P.S.
4 221 N. Wall St.
5 Suite 210
6 Spokane, WA 99201

7 As to BNSF:

8 Robert B. Lowry
9 Jay K. Griffith
10 Kell, Alterman & Runstein,
11 LLP
12 520 S.W. Yamhill St.
13 Suite 600
14 Portland, OR 97204-1329

15 As to Leonard Dietrich:

16 Steven Rizzo
17 Kevin Clonts
18 Rizzo Mattingly Bosworth PC
19 1300 S.W. Sixth Ave.
20 Suite 300
21 Portland, OR 97201

22 As to PSL:

23 Leslie C. Nellermeoe
24 Nossaman, L.L.P.
25 719 Second Ave.
26 Suite 1200
Seattle, WA 98104

Any Consent Decree Party that changes its designated notice recipient(s) shall
notify in writing the designated notice recipient(s) for the other Consent Decree
Parties.

CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
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1 XIII. RETENTION OF JURISDICTION

2 39. This Court shall retain jurisdiction over this matter for the purpose
3 of interpreting and enforcing the terms of this Consent Decree.
4

5 XIV. MODIFICATION

6 40. Any modification to this Consent Decree shall be in writing, signed
7 by all Consent Decree Parties, and shall be effective upon approval by the Court.
8

9 XV. COSTS OF SUIT

10 41. Each Consent Decree Party shall bear its own costs and attorney's
11 fees, expert fees, consultant fees and any expenses in this action.
12

13 XVI. SIGNATORIES/SERVICE

14 42. The Consent Decree Parties warrant to each other that all necessary
15 authorizations and all other actions have been taken such that execution, delivery
16 and performance of this Consent Decree and all other actions taken or to be taken
17 in connection with this Consent Decree have been fully authorized.
18

19 43. Each of the undersigned certifies that he or she is fully authorized to
20 enter into the terms and conditions of this Consent Decree and to execute and
21 legally bind the Consent Decree Party that he or she represents to this document.
22
23
24

25
26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
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1 44. This Consent Decree may be signed in counterparts, and its validity
2 shall not be challenged on that basis.
3

4 XVII. GENERAL PROVISIONS

5 45. Complete Agreement. This Consent Decree contains the complete
6 agreement between the Consent Decree Parties regarding the subject matter
7 addressed herein and fully supersedes all prior contracts, agreements,
8 understandings, negotiations or discussions, oral or written, relating to the subject
9 matter hereof, including without limitation any such prior written agreements
10 between any earlier iteration groups of the LFG Parties and the IWAG III Parties.
11 This provision does not apply to written agreements among the IWAG III Parties.
12 There are no warranties, representations, agreements or understandings, oral or
13 written, relating to the subject matter hereof that are not fully expressed or
14 provided for herein.
15

16 46. Headings. Any paragraph or subparagraph headings or section titles
17 in this Consent Decree are provided solely as a matter of convenience to the
18 reader and shall not be construed to alter the meaning of any Paragraph or
19 provisions of this Consent Decree.
20
21
22
23
24

25
26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
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1 47. Governing Law. This Consent Decree shall be governed and
2 interpreted in accordance with applicable federal and state law.
3

4 48. No Use As Evidence. This Consent Decree shall not be admitted
5 into evidence or admissible as evidence in any action or proceeding other than
6 the above-captioned action in which this Consent Decree is entered, except for
7 the following:
8

9 a. An action, cross-claim, or counterclaim brought by any
10 Consent Decree Party to enforce this Consent Decree; and
11

12 b. Any proceeding where any Consent Decree Party seeks to
13 establish that it is entitled to protection from claims under this Consent Decree,
14 or to enforce the IWAG III Parties' indemnification of the LFG Parties, or any
15 action or proceeding related to the obligations of the Consent Decree Parties
16 under this Consent Decree.
17

18 49. This Consent Decree shall remain in full force and effect to the
19 extent that any of the Consent Decree Parties continue to have actual or potential
20 obligations under this Consent Decree.
21
22
23
24
25

26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 50

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1 50. Nothing in this Consent Decree is intended to release the liability in
2 any way at the Site of any Person or private or public entity that is not a Consent
3 Decree Party.
4

5 51. The Consent Decree Parties agree that compliance with the terms of
6 this Consent Decree shall satisfy the claims and remedies of the Consent Decree
7 Parties against one another only and all Consent Decree Parties reserve their
8 respective rights to pursue all claims and actions against non-participants to this
9 Consent Decree, to the extent allowed by the terms of this Consent Decree.
10
11

12 52. Each Consent Decree Party agrees that it is accepting responsibility
13 only for the Persons and entities included in its respective definition in this
14 Consent Decree.
15

16 53. Each Consent Decree Party expressly reserves the right to take
17 actions against any other Consent Decree Party as may be necessary to enforce
18 all provisions and obligations set forth in this Consent Decree.
19

20 54. Nothing in this Consent Decree shall relieve any Consent Decree
21 Party of its obligations to comply with applicable state and federal law.
22

23 55. This Consent Decree shall be binding upon the successors and
24 assigns of each Consent Decree Party. No assignment or delegation by a Consent
25

26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
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October 9, 2020

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1 Decree Party of its obligations under this Consent Decree will release the
2 assigning party without the prior written consent of the opposing Consent Decree
3 Party and an appropriate Order from this Court.
4

5 56. If any provision of this Consent Decree is in conflict with any
6 provisions of any Future Orders or otherwise needs to be modified to conform
7 with the provisions of any Future Orders, the Consent Decree Parties will use all
8 good faith collective efforts to modify this Consent Decree so as to conform with
9 any such Future Orders in a manner to give full effect to the original intent of the
10 Consent Decree Parties to the maximum extent possible, and in any event the
11 balance of this Consent Decree shall remain in full force and effect.
12
13

14 XVIII. FINAL JUDGMENT

15

16 57. This Consent Decree constitutes the final, complete, and exclusive
17 agreement and understanding among the Consent Decree Parties regarding the
18 settlement embodied in the Consent Decree. The Consent Decree Parties
19 acknowledge that there are no representations, agreements, or understandings
20 relating to the settlement other than those expressly contained in this Consent
21 Decree. Upon entry of this Consent Decree by the Court, this Consent Decree
22 shall constitute a final judgment between and among the Consent Decree Parties.
23
24

25 CONSENT DECREE BETWEEN
26 IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 52

October 9, 2020

1 By the IWAG III Parties:

2 3M Company:

3
4 By: Ted Ringsred
Ted Ringsred, Assistant Secretary

Dated: Oct. 21, 2020

5
6 Akzo Nobel Canada, Inc. (n/k/a PPG Architectural Coatings Canada Inc.):

7
8 By: _____
9 Steven F. Faeth
10 Corporate Counsel

Dated: _____

11 Blount, Inc.:

12
13 By: _____
14 Chad E. Paulson
15 Senior Vice President, General Counsel
and Secretary

Dated: _____

16 The Boeing Company:

17
18 By: _____
19 Stanley N. Alpert
20 Senior Environmental Counsel

Dated: _____

21 Crown Beverage Packaging, LLC:

22
23 By: _____
24 Michael J. Rowley
Asst. General Counsel and Asst. Secretary

Dated: _____

25
26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 52

October 9, 2020

000083

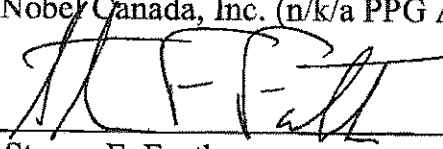
1 By the IWAG III Parties:

2 3M Company:

3
4 By: _____
5 James R. Kotsmith, P.E.
6 Manager, Corporate Environmental
7 3M Environment, Health, Safety
8 and Products Stewardship

Dated: _____

8 Akzo Nobel Canada, Inc. (n/k/a PPG Architectural Coatings Canada Inc.):

9
10 By: 
11 Steven F. Faeth
12 Corporate Counsel

Dated: 10/23/2020

12 Blount, Inc.:

13
14 By: _____
15 Chad E. Paulson
16 Senior Vice President, General Counsel
17 and Secretary

Dated: _____

18 The Boeing Company:

19
20 By: _____
21 Stanley N. Alpert
22 Senior Environmental Counsel

Dated: _____

23
24
25
26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 53

October 9, 2020

000084

1 By the IWAG III Parties:

2 3M Company:

3
4 By: _____
5 James R. Kotsmith, P.E.
6 Manager, Corporate Environmental
7 3M Environment, Health, Safety
and Products Stewardship


Dated: _____

8 Akzo Nobel Canada, Inc. (n/k/a PPG Architectural Coatings Canada Inc.):

9
10 By: _____
11 Steven F. Faeth
12 Corporate Counsel

Dated: _____

13 Blount, Inc.:

14 By:  _____
15 Chad E. Paulson Olga Groat
16 Senior Vice President, General Counsel
and Secretary
17 Corporate Attorney

Dated: 10/29/20

18 The Boeing Company:

19
20 By: _____
21 Stanley N. Alpert
22 Senior Environmental Counsel

Dated: _____

23
24
25
26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 53

October 9, 2020

000085

1 By the IWAG III Parties:

2 3M Company:

3
4 By: _____
5 James R. Kotsmith, P.E.
6 Manager, Corporate Environmental
7 3M Environment, Health, Safety
8 and Products Stewardship

Dated: _____

9 Akzo Nobel Canada, Inc. (n/k/a PPG Architectural Coatings Canada Inc.):

10 By: _____
11 Steven F. Faeth
12 Corporate Counsel

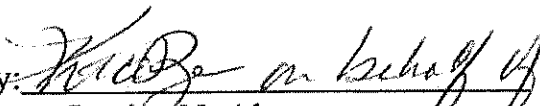
Dated: _____

13 Blount, Inc.:

14 By: _____
15 Chad E. Paulson
16 Senior Vice President, General Counsel
17 and Secretary

Dated: _____

18 The Boeing Company:

19 By: 
20 Stanley N. Alpert
21 Senior Environmental Counsel


Dated: 10/23/20

22
23
24
25
26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 53

October 9, 2020

000086

1 Crown Beverage Packaging, LLC:

2
3 By: 
4 Michael J. Rowley
5 Asst. General Counsel and Asst. Secretary

Dated: 10/15/20

6 Daimler Trucks North America LLC:

7
8 By: _____
9 Jennifer E. Marsh
Associate General Counsel

Dated: _____

10 Goodrich Corporation:

11
12 By: _____
13 Kristen W. Sherman
14 Associate General Counsel

Dated: _____

15 Georgia-Pacific LLC:

16
17 By: _____
18 Bryant T. Champion
19 SVP Environmental Affairs & Product Safety

Dated: _____

20 Intalco Aluminum Corporation:

21
22 By: _____
23 Mark A. Stiffler
24 Vice President
Intalco Aluminum LLC

Dated: _____

25
26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 54


October 9, 2020

000087

1 Crown Beverage Packaging, LLC:

2
3 By: _____ Dated: _____
4 Michael J. Rowley
5 Asst. General Counsel and Asst. Secretary

6 Daimler Trucks North America LLC:

7 
8 By: _____ Dated: 10/19/2020
9 Jennifer E. Marsh
10 Associate General Counsel

11 Goodrich Corporation:

12 By: _____ Dated: _____
13 Kristen W. Sherman
14 Associate General Counsel

15 Georgia-Pacific LLC:

16
17 By: _____ Dated: _____
18 Bryant T. Champion
19 SVP Environmental Affairs & Product Safety

20 Intalco Aluminum Corporation:

21 By: _____ Dated: _____
22 Mark A. Stiffler
23 Vice President
24 Intalco Aluminum LLC

25
26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 54

October 9, 2020

000088

1 Crown Beverage Packaging, LLC:

2
3 By: _____
4 Michael J. Rowley
5 Asst. General Counsel and Asst. Secretary

Dated: _____

6 Daimler Trucks North America LLC:

7
8 By: _____
9 Jennifer E. Marsh
Associate General Counsel

Dated: _____

10 Goodrich Corporation:

11
12 By:  _____
13 Edward McHugh
Vice President, Counsel

Dated: October 23, 2020

14
15 Georgia-Pacific LLC:

16
17 By: _____
18 Bryant T. Champion
SVP Environmental Affairs & Product Safety

Dated: _____

19 Intalco Aluminum Corporation:

20
21 By: _____
22 Mark A. Stiffler
23 Vice President
24 Intalco Aluminum LLC

Dated: _____

25
26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 54

October 9, 2020

000089

1 Crown Beverage Packaging, LLC:

2
3 By: _____
4 Michael J. Rowley
5 Asst. General Counsel and Asst. Secretary

Dated: _____

6 Daimler Trucks North America LLC:

7
8 By: _____
9 Jennifer E. Marsh
Associate General Counsel

Dated: _____

10 Goodrich Corporation:

11
12 By: _____
13 Kristen W. Sherman
14 Associate General Counsel

Dated: _____

15 Georgia-Pacific LLC:

16
17 By: Bryant T. Champion
18 Bryant T. Champion
SVP Environmental Affairs & Product Safety

Dated: 10/20/20

19 Intalco Aluminum Corporation:

20
21 By: _____
22 Mark A. Stiffler
23 Vice President
24 Intalco Aluminum LLC

Dated: _____

25
26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 54

October 9, 2020

000090

1 Crown Beverage Packaging, LLC:

2
3 By: _____ Dated: _____
4 Michael J. Rowley
5 Asst. General Counsel and Asst. Secretary

6 Daimler Trucks North America LLC:

7
8 By: _____ Dated: _____
9 Jennifer E. Marsh
Associate General Counsel

10 Goodrich Corporation:

11
12 By: _____ Dated: _____
13 Kristen W. Sherman
14 Associate General Counsel

15 Georgia-Pacific LLC:

16
17 By: _____ Dated: _____
18 Bryant T. Champion
19 SVP Environmental Affairs & Product Safety

20 Intalco Aluminum Corporation:

21 By:  _____ Dated: 10/22/2020
22 Mark A. Stiffler
23 Vice President
24 Intalco Aluminum LLC

25
26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 54

October 9, 2020

000091

1 PACCAR, Inc.:

2
3 By: Pamela S. Tonglao

Dated: Oct. 21, 2020

4 Pamela S. Tonglao
5 Assistant General Counsel

6 PCC Structurals, Inc.:

7
8 By: _____

Dated: _____

9 Ruth A. Beyer
Sr. Vice President & General Counsel

10 Pharmacia LLC:

11
12 By: _____

Dated: _____

13 Drew Reavis
14 Head of Environmental and Sustainability –
15 Monsanto Company, as attorney-in-fact
for Pharmacia LLC

16 Simpson Timber Company:

17
18 By: _____

Dated: _____

19 Kathryn Navarro, Esq.
20 Vice President, General Counsel

21 Union Oil Company of California:

22
23 By: _____

Dated: _____

24 Michael W. Woody
Assistant Secretary

25
26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 55

October 9, 2020

000092

1 PACCAR, Inc.:

2
3 By: _____

Dated: _____

4 Pamela S. Tanglao
5 Assistant General Counsel

6 PCC Structurals, Inc.:

7
8 By: Ruth A. Beyer

Dated: Oct. 23, 2020

9 Ruth A. Beyer
Sr. Vice President & General Counsel

10 Pharmacia LLC:

11
12 By: _____

Dated: _____

13 Drew Reavis
14 Head of Environmental and Sustainability –
15 Monsanto Company, as attorney-in-fact
for Pharmacia LLC

16 Simpson Timber Company:

17
18 By: _____

Dated: _____

19 Kathryn Navarro, Esq.
20 Vice President, General Counsel

21 Union Oil Company of California:

22
23 By: _____

Dated: _____

24 Michael W. Woody
25 Assistant Secretary

26
CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 55

October 9, 2020

000093

1 PACCAR, Inc.:

2
3 By: _____
4 Pamela S. Tanglao
5 Assistant General Counsel


Dated: _____

6 PCC Structurals, Inc.:

7
8 By: _____
9 Ruth A. Beyer
Sr. Vice President & General Counsel

Dated: _____

10 Pharmacia LLC:

11 
12 By: MARK E BOWERS for
13 Drew Reavis
14 Head of Environmental and Sustainability –
15 Monsanto Company, as attorney-in-fact
for Pharmacia LLC

Dated: 10/21/20

16 Simpson Timber Company:

17
18 By: _____
19 Kathryn Navarro, Esq.
20 Vice President, General Counsel

Dated: _____

21 Union Oil Company of California:

22
23 By: _____
24 Michael W. Woody
Assistant Secretary

Dated: _____

25
26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 55

October 9, 2020

000094

1 PACCAR, Inc.:

2
3 By: _____

Dated: _____

4 Pamela S. Tanglao
5 Assistant General Counsel

6 PCC Structurals, Inc.:

7
8 By: _____

Dated: _____

9 Ruth A. Beyer
10 Sr. Vice President & General Counsel

11 Pharmacia LLC:

12 By: _____

Dated: _____

13 Drew Reavis
14 Head of Environmental and Sustainability –
15 Monsanto Company, as attorney-in-fact
16 for Pharmacia LLC

17 Simpson Timber Company:

18 By:  _____

Dated: 10/20/2020

19 Kathryn Navarro, Esq.
20 Vice President, General Counsel

21 Union Oil Company of California:

22
23 By: _____

Dated: _____

24 Michael W. Woody
25 Assistant Secretary

26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 55

October 9, 2020

000095

1 PACCAR, Inc.:

2
3 By: _____
4 Pamela S. Tanglao
5 Assistant General Counsel

Dated: _____

6 PCC Structurals, Inc.:

7
8 By: _____
9 Ruth A. Beyer
Sr. Vice President & General Counsel

Dated: _____

10 Pharmacia LLC:

11
12 By: _____
13 Drew Reavis
14 Head of Environmental and Sustainability –
15 Monsanto Company, as attorney-in-fact
for Pharmacia LLC

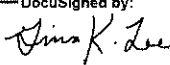
Dated: _____

16 Simpson Timber Company:

17
18 By: _____
19 Kathryn Navarro, Esq.
20 Vice President, General Counsel

Dated: _____

21 Union Oil Company of California:

22 DocuSigned by:

23 By: _____
24 Gina K. Lee
25 Assistant Secretary

Dated: 2020-Oct-26 | 12:22 PM PDT

26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 55

October 9, 2020

000096

1 Weyerhaeuser NR Company:

2
3 By: Kristen Swain
4 ~~Kristen Swain~~ Sawin
5 VP Corp & Govt Affairs

Dated: 10/23/2020

6 By the LFG Parties:

7 Basin Disposal, Inc.:

8
9 By: _____
10 _____
11 _____

Dated: _____

12 BNSF Railway Company:

13
14 By: _____
15 _____
16 _____

Dated: _____

17 Pasco Sanitary Landfill, Inc.:

18
19 By: _____
20 _____
21 _____

Dated: _____

22 Leonard and Glenda Dietrich, and their Marital Community and the Estate of
23 Glenda Dietrich:

24
25 By: _____
26 Leonard Dietrich

Dated: _____

CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 56

October 9, 2020

000097

1 Weyerhaeuser NR Company:

2
3 By: _____

Dated: _____

4 Kristen Swain

5 VP Corp & Govt Affairs

6 By the LFG Parties:

7 Basin Disposal, Inc.:

8
9 By: 

Dated: Oct 30th, 2020

10 Derrick Dietrich
11 President

12 BNSF Railway Company:

13
14 By: _____

Dated: _____

15
16 Pasco Sanitary Landfill, Inc.:

17
18 By: _____

Dated: _____

19
20
21 Leonard and Glenda Dietrich, and their Marital Community and the Estate of
22 Glenda Dietrich:

23
24 By: _____

Dated: _____

25 Leonard Dietrich

26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 56

October 9, 2020

1 Weyerhaeuser NR Company:

2
3 By: _____
4 Kristen Swain
5 VP Corp & Govt Affairs

Dated: _____

6 By the LFG Parties:

7 Basin Disposal, Inc.:

8
9 By: _____
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11 _____

Dated: _____

12 BNSF Railway Company:

13 By: John Lovenburg
14 John Lovenburg
15 VP Environmental

Dated: November 20, 2020

16 Pasco Sanitary Landfill, Inc.:

17
18 By: _____
19 _____
20 _____

Dated: _____

21 Leonard and Glenda Dietrich, and their Marital Community and the Estate of
22 Glenda Dietrich:

23 By: _____
24 Leonard Dietrich

Dated: _____

25
26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 55

000099

Weyerhaeuser NR Company:

By: _____
Kristen Swain
VP Corp & Govt Affairs

Dated: _____

By the LFG Parties:

Basin Disposal, Inc.:

By: _____

Dated: _____

BNSF Railway Company:

By: _____

Dated: _____

Pasco Sanitary Landfill, Inc.:

By: *Darryl G. Gotsch*
President

Dated: 10/23/2020

Leonard and Glenda Dietrich, and their Marital Community and the Estate of
Glenda Dietrich:

By: _____
Leonard Dietrich

Dated: _____

CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 56

October 9, 2020

000100

Leonard Dietrich

760-360-8085

p.2

1 Weyerhaeuser NR Company:

2
3 By: _____

Dated: _____

4 Kristen Swain

5 VP Corp & Govt Affairs

6 By the LFG Parties:

7 Basin Disposal, Inc.:

8
9 By: _____

Dated: _____

10
11
12 BNSF Railway Company:

13
14 By: _____

Dated: _____

15
16 Pasco Sanitary Landfill, Inc.:

17
18 By: _____

Dated: _____

19
20
21 Leonard and Glenda Dietrich, and their Marital Community and the Estate of
22 Glenda Dietrich:

23 By: 
24 Leonard Dietrich

Dated: 1-1-2021

25
26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 56

October 9, 2020

000101

1 SO ORDERED this **22nd** day of **JANUARY**, ~~2020~~. **2021**.

2
3 

4 SALVADOR MENDOZA, JR.
5 United States District Judge
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26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 57

October 9, 2020

000102

EXHIBIT LIST

Exhibit 1 – Ecology Enforcement Order No. DE 16899 (and Exhibits A-D thereto)

Exhibit 2 – Form Environmental Covenant

Exhibit 3 – Leonard Dietrich Access Agreement

Exhibit 4 – PSL Access Agreement

CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 58

October 9, 2020

000103

1 Presented by:

2 By: s/ John D. Allison

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4 Eymann Allison Hunter Jones PS

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9 jdallison@eahglaw.com

10 Gary D. Justis, *Pro Hac Vice*

11 Rachel D. Guthrie, *Pro Hac Vice*

12 Matthew T. Merryman, *Pro Hac Vice*

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15 Suite 520

16 Overland Park, KS 66210-2336

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18 913-955-3711 Fax

19 gjustis@justislawfirm.com

20 rguthrie@justislawfirm.com

21 mmerryman@justislawfirm.com

22 Attorneys for Defendants 3M Company, Akzo Nobel
23 Canada, Inc. (n/k/a PPG Architectural Coatings Canada
24 Inc.), The Boeing Company, Union Oil Company of
25 California, Crown Beverage Packaging, LLC, Daimler
26 Trucks North America LLC, Georgia-Pacific LLC,
Goodrich Corporation, Intalco Aluminum Corporation,
Pharmacia LLC, PACCAR Inc., PCC Structurals, Inc.,
Simpson Timber Company, Weyerhaeuser NR
Company, Blount Inc., ALCOA Inc. and Monsanto
Company

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CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 59

October 9, 2020

000104

1 By: s/ William J. Schroeder

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4 William C. Schroeder, WSBA No. 41986

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21 Attorneys for Plaintiff Basin Disposal, Inc.

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23
24
25
26
CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 60

October 9, 2020

000105

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26 CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 61

October 9, 2020

000106

By: s/ Steven V. Rizzo

Steven V. Rizzo, WSBA No. 37166

Kevin Clonts, WSBA No. 45900

Rizzo Mattingly Bosworth PC

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Estate of Glenda Dietrich

CONSENT DECREE BETWEEN
IWAG III PARTIES AND LFG
PARTIES AND ORDER OF
DISMISSAL- 62

October 9, 2020

000107